

REQUEST FOR QUALIFICATIONS

RFQ Number: <u>16-269</u>	RFQ Title: <u>Professional Services-Medical Director</u>
RFQ Due Date and Time: Local Time: September 26, 2016 @ 2:00pm	Number of Pages:

ISSUING DEPARTMENT INFORMATION	
Issue Date: September 13, 2016	
<u>City of Johns Creek</u> <u>Administrative Department</u> <u>12000 Findley Rd., Suite-400</u> <u>Johns Creek, Ga. 30097</u>	Phone: 678-512-3233 Fax: 678-512-3244 Website: <u>www.johnscreekga.gov</u>

INSTRUCTIONS TO OFFERORS	
Return Statement of Qualifications to: City of Johns Creek Purchasing Division 12000 Findley Rd., Ste.-400 Johns Creek, Georgia 30097	Mark Face of Envelope/Package: RFQ Number 16-269 RFQ Due Date: 9/26/16 @ 2:00PM
	Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: <div style="text-align: center;">(Please print name and sign in ink)</div>
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:

OFFEROR'S RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind

When Responding to an RFQ for the City of Johns Creek

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-Statement of Qualifications conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFQ.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ are posted on the City's website and will include all questions asked and answered concerning the RFQ.
5. _____ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Statement of Qualifications is evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check for RFQ addenda.** Before submitting your response, check the DOAS website at: <http://doas.georgia.gov> and the City website at: www.johnscreekga.gov to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your RFQ response.
9. _____ **Review and read the RFQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late Statement of Qualifications responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.

CITY OF JOHNS CREEK
STATEMENT OF QUALIFICATIONS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by the Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of ninety (90) days from Statement of Qualifications opening date.

STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Offeror to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

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1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Johns Creek, Georgia (City) is seeking written statements of qualifications from qualified individuals for the position of Medical Director for the City Fire Department in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ).

1.2 Eligibility/Qualifications

To be eligible for award of a contract in response to this solicitation the Contractor should demonstrate that they, or the principals assigned to the contract, have successfully completed services, as specified in the Technical Specifications/Scope of Services section of this solicitation, and are normally and routinely engaged in performing such services. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Johns Creek.

Contractor should provide the City with credentials supporting their past experience, expertise, including organization, amount of fleet, and labor/manpower, to insure satisfactory execution of the services contained in the RFP/Q. Contractor should provide a list of references with particular emphasis on other governmental agencies, and include clients and past clients within the Atlanta/Fulton County area, and the number of years in business providing these services.

1.3 Statement of Qualifications Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Johns Creek certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFQ. All Statement of Qualifications submitted pursuant to this request will be made in accordance with the provisions of this RFQ.

1.3 Schedule of Events

See APPENDIX A for the detail Schedule of Events.

1.4 Restrictions on Communications with Staff

All questions about this RFQ must be submitted in the following format:

Company Name

1. Question
Citation of relevant section of the RFQ
2. Question
Citation of relevant section of the RFQ

Questions must be directed in writing to the Issuing Officer:

John T. Henderson, CPPB
Purchasing Manager
City of Johns Creek
12000 Findley Rd., Suite 400
Johns Creek, GA 30097
(e-mail: john.henderson@johnscreekga.gov)
Ph.678-512-3233
Fax 678-512-3244

Questions must include the company name and the referenced RFQ section.

From the issue date of this RFQ until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The City reserves the right to reject the Statement of Qualifications of any Offeror violating this provision. All questions concerning this RFQ must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the City.

1.5 Definition of Terms

OCGA - Official Code of Georgia Annotated (State Statute)

Offeror – Respondent to this Request for Statement of Qualifications

RFQ - Request for Statement of Qualifications

1.6 Description of Requirements

The City of Johns Creek has established certain requirements with respect to Statement of Qualifications/ to be submitted by offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of offeror's Statement of Qualifications. Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, may cause a reduction in score awarded.

1.6.1 Resulting Contract

This RFQ and any addenda, the offeror's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract contains the contract terms and conditions which

will form the basis of any contract between the City and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.6.2 Mandatory Requirements

To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The City will determine whether an offeror's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.6.3 Understanding of Specifications and Requirements

By submitting a response to this RFQ, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.6.4 Offeror's Signature

The Statement of Qualifications must be signed in ink by an individual authorized to legally bind the business submitting the Statement of Qualifications. The offeror's signature on a Statement of Qualifications in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Johns Creek from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.7 Submitting a Statement of Qualifications

1.7.1 Organization of Statement of Qualifications

Offerors must organize their Statement of Qualifications into sections that follow the format of this RFQ, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following

Statement: **"(Offeror's Name)" understands and will comply.**

1.7.2 Failure to Comply with Instruction

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ

format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Copies Required and Deadline for Receipt of Statement of Qualifications

Offerors must submit one original Statement of Qualification and three (3) copies on CD's to the City of Johns Creek. Statement of Qualifications must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFQ #16-269. **Statement of Qualifications must be received at the receptionist's desk of the City of Johns Creek City Hall, 12000 Findley Road, Suite 400, Johns Creek, GA 30097 prior to 2:00 pm est, September 26, 2016.**

1.7.5 Late Statement of Qualifications

Regardless of cause, late Statement of Qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late Statement of Qualifications will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.8 Required Review

1.8.1 Review RFQ

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the City's identified procurement officer in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ.

1.8.2 Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to the City's identified procurement officer on or before September 19, 2016. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.8.3 City's Answers.

The City will provide an official written answer to all questions received by September 20, 2016. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be posted on the State of Georgia/DOAS website alongside the posting of the RFQ at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and also the City's

website at: www.johnscreekgga.gov by the close of business on the date listed. Offerors must sign and return any addendum with their RFQ response.

1.8.4 Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFQ, offeror agrees to acceptance of the standard terms and conditions and standard contract as set out in Appendices C of this RFQ. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the City's identified procurement officer by the date for receipt of written/e-mailed questions or with the offeror's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFQ and will apply to all offerors submitting a response to this RFQ.

1.8.5 Project Oversight and Staffing

The successful offeror will report to **Chris Coons-** chris.coons@johnscreekgga.gov . Project status is mandatory. The Fire Department will require routine reports, interactions and assistance as necessary.

2.0 RFQ STANDARD INFORMATION

This section identifies all mandatory requirements which must be present in the Statement of Qualifications before further consideration will be given. Offeror must prepare and submit a response which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

2.1 Authority

This RFQ is issued under the authority of the Purchasing Division of the City of Johns Creek. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.2 Offeror Competition

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, Statement of Qualifications, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.3 Receipt of Statement of Qualifications and Public Inspection

2.3.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of Statement of Qualifications has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Johns Creek (3) any company financial information requested by the City of Johns Creek to determine Contractor responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Statement of Qualifications.

Upon opening the Statement of Qualifications received in response to this RFQ, the procurement officer in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualifications.
- The Statement of Qualifications does not contain confidential material in the cost or price section.

- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Statement of Qualifications containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.4 Classification and Evaluation of Statement of Qualifications

2.4.1 Initial Classification of Statement of Qualifications as Responsive or Non-responsive

All Statement of Qualifications will initially be classified as either "responsive" or "non-responsive". Statement of Qualifications may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.4.3 Evaluation of Statement of Qualifications

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

2.4.4 Completeness of Statement of Qualifications

Selection and award will be based on the offeror's Statement of Qualifications and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or

subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.7 Evaluation Committee Recommendation

The evaluation committee will provide a written recommendation to reflect those contractors who met the evaluation criteria and are considered as pre-qualified to move forward into Phase II of the project. The procurement officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring in the evaluation committee’s recommendation.

2.5 City’s Rights Reserved

Issuance of the RFQ in no way constitutes a commitment by the City of Johns Creek to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFQ;
- reject any or all Statement of Qualifications received in response to this RFQ;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statement of Qualifications;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

3.0 MANDATORY REQUIREMENTS

3.1 Background Information

The City of Johns Creek is located in the northeast corner of Fulton County; bounded on the south by the Chattahoochee River, on the east by Gwinnett County and the Chattahoochee, on the north by Forsyth County and on the west by the cities of Alpharetta and Roswell. Johns Creek has an approximate population of 65,000. Johns Creek is the 10th largest city in the state of Georgia, Marietta being the 11th largest. Johns Creek officially became a city on Dec. 1, 2006, when governance of the new city transferred from Fulton County to Johns Creek's elected officials and city government. Johns Creek's transition from six unincorporated northeast Fulton communities - Newtown, Warsaw, Ocee, Shakerag, Autrey Mill and Johns Creek - to cityhood was initiated through the state legislative process and approval of House Bill 1321. Governor Sonny Purdue signed House Bill 1321 on March 29, 2006 and voters approved incorporation on July 18, 2006.

3.2 Statement of Work

Contractor Duties / Services Provided

Protocols

- Formulation and periodic review and revision of patient care guidelines and treatment protocols, including standing orders.
- Formulation and periodic review of patient destination protocols.
- Assist in the formulation of protocols for mutual aid, HAZMAT responses, and disaster planning and management.
- Ensuring standard of care per the "Fulton County EMS Guidelines" as well as "State of Georgia Clinical Protocols".

Personnel

- Consulting in the hiring standards for departmental EMS personnel.
- Formulating, approval and participation of the orientation program for EMS personnel.
- Contribute to the promotion process and make recommendations for the promotion of EMS personnel within the department. .

Training

- Contributing to the formulation of all EMS training programs in conjunction with Fire Department training supervisors.
- Review EMS program instruction plans prior to teaching sessions with alteration of program contents in coordination with EMS training supervisors.
- Review testing materials used in the evaluation of EMS personnel.

- Participates in quarterly EMS training within the department (minimum of 96 hours annually).

Operational Activities

- May respond to scenes in order to observe and assist direct patient care delivered by EMS personnel.
- May monitor EMS radio transmissions.
- Give online medical direction when requested by EMS personnel in the event that emergency department guidance is not available.

Patient Care Reports (PCR)

- In conjunction with Fire Department quality management personnel, review all PCR's on a monthly basis and provide feedback associated with patient care and documentation concerns.
- Participate as needed in meetings with the EMS Coordinator and/or Executive Staff Members to address concerns, or training needs.

Patient Care Complaints

- Participation in the investigation of all externally generated complaints and internally generated incident reports regarding patient care with respect for the departmental due process policies.
- Co-representation of the Fire Department in all meetings with medical representatives of other organizations resulting from patient interactions and treatments.
- Internal report(s) to the Executive Staff Members and/or EMS Coordinator of all patient care investigations.

Discipline

- Review and approval of the disciplinary process for EMS personnel pertaining to patient care or documentation infractions.
- Recommend all EMS personnel for certification, recertification, and decertification (if applicable) to the appropriate EMS certifying body(s), state or national.

Research and Development

- Research and recommend new or replacement equipment, procedures and protocols as necessary to ensure compliance with current standards of care and to recognize future needs to ensure the department is progressive with treatment methodologies.

Invoicing

- The contractor will be responsible for submitting an invoice for services on a monthly basis.
- Minimum qualification of the individual is: “Licensed and Practicing Medical Physician specializing or experienced in Emergency Medicine.

4.0 STATEMENT OF QUALIFICATIONS SUBMISSION AND EVALUATION

4.1 Process for Submitting Statement of Qualifications

4.1.1 Preparation of Statement of Qualifications

Each Statement of Qualifications should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Statement of Qualifications, the Offeror should reference these materials in the technical Statement of Qualifications, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

4.1.2 Packaging of Statement of Qualifications

The Offeror's Statement of Qualifications in response to this RFQ must be appropriately labeled and sealed

Mark the outside of package as follows:

Name of Company
Phone Number and Point of Contact for Company
RFQ # 16-269
Due date: September 26, 2016 @ 2:00 P.M. Eastern Time

4.1.3 Number of Statement of Qualifications Copies

1. Technical Statement of Qualifications

- an original (marked "Original")
- three (3) copies on (CD's)

4.1.4 Submission of Statement of Qualifications

Statement of Qualifications must be submitted to:

CITY OF JOHNS CREEK
Purchasing Division
12000 Findley Rd., Suite 400
Johns Creek, GA 30097
Attn: John T. Henderson

Any Statement of Qualifications received after the due date and time will not be evaluated.

4.2 Evaluation Process

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified.

4.2.1 Administrative Review

The Statement of Qualifications will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Sealed Technical Submission of Statement of Qualifications
3. All required documents have been submitted
4. All documents requiring an original signature have been signed and are included

4.2.2 Mandatory Requirements Review

Statement of Qualifications which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Statement of Qualifications Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 70 points (70%) to be further evaluated.

The following items are evaluation criteria for all qualifying submittals and will be rated on a point basis by the Evaluation Committee. Offerors must provide all information as required in Section II and Section III.

- Technical Experience (30%)
- Qualifications (40%)

- Cost (20%)
- References (10%)

4.2.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite Offerors to present their technical solution to the Technical Evaluation Team.

4.2.5 Cost Evaluation

Although cost is a significant factor, it will not be the dominant factor. Any proposal which does not include all the statements and affirmations called for in the RFQ will be automatically rejected as not being responsive. The award will be made to the firm making the most favorable submittal to the City of Johns Creek taking into account all the above criteria. Cost information must be provided in the form of Appendix C of this RFQ.

4.3 Rejection of Statement of Qualifications/Cancellation of RFQ

The City reserves the right to reject any or all Statement of Qualifications, to waive any irregularity or informality in a Statement of Qualifications, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Statement of Qualifications **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this RFQ at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

4.4 City's Right to Investigate and Reject

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

4.4.1 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

4.4.1.1 References

Offeror shall provide a minimum of **5 (five)** references that are using services of the type proposed in this RFQ. The references shall include any governmental entity or universities where the offeror, preferably within the last **2 (two)** years, has successfully completed a project similar to the requirements outlined in Section #3. At a minimum, the offeror shall provide the company name, the location where the services were

provided, contact person(s), customer's telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for Statement of Qualifications disqualification.

4.4.1.2 Resumes/Company Profile and Experience

Offeror shall specify how long the individual/company submitting the Statement of Qualifications has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of Statement of Qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.4.1.4 Offeror Financial Stability

Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFQ, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

5.0 TERMS AND CONDITIONS

5.1 RFQ Amendments

The City reserves the right to amend this RFQ prior to the Statement of Qualifications due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, located at: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and also the City's website at: www.johnscreekga.gov Offerors are encouraged to check this website frequently.

5.2 Statement of Qualifications Withdrawal

A submitted Statement of Qualifications may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Statement of Qualifications must be signed by an authorized individual.

5.3 Cost for Preparing Statement of Qualifications

The cost for developing the Statement of Qualifications is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

5.4 Term

The term of this contract shall be from commencement of services and until all services are rendered and all invoices postmarked by the City during said term shall be filled at the contract price.

5.5 Conflict of Interest

If an Offeror has any existing client relationship that involves the City of Johns Creek, the Offeror must disclose each relationship.

5.6 Minority Business Policy

It is the policy of the City of Johns Creek that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Johns Creek encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

5.7 ADA Guidelines

The City of Johns Creek adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.8 Compliance with Laws

The Contractor will comply with all City, State of Georgia and Federal laws, rules, and regulations.

5.9 Governing Terms

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

5.10 Indemnification

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors,, agents, and suppliers.

5.11 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.12 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance with limits of no less than \$500,000. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$1,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

5.13 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.14 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venturer or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

5.15 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

5.16 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

5.17 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City as a result of such breach.

5.18 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Statement of Qualifications, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No

term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

5.19 Special Stipulations

To the extent City attaches to this agreement any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

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APPENDIX A

SCHEDULE OF EVENTS

RFQ #16-269

Event:	Date:
Release of RFQ	9/13/16
Deadline for Written Questions	9/19/16
*Submit via E-Mail Only to Purchasing Manager: john.henderson@johnscreekgov	
Offerors' Conference	N/A
Offerors' Conference	Location: City of Johns Creek 12000 Findley Rd., Suite 400 Johns Creek, GA 30097 For Directions, Call John T. Henderson @ 678-512-3233
*Offerors' Conference Addendum (Transcript et al.)	
Qualifications Due (Opening Date)	9/26/16 @ 2:00PM.
Qualifications are due to:	City of Johns Creek Purchasing Office Re: 16-269 12000 Findley Rd., Suite 400 Johns Creek, GA 30097
Tech Evaluation Complete	9/27/16
Oral Presentations (On/about)	TBD
Evaluation Complete (On or About)	9/28/16
Contract Award (On/about)	9/30/16

APPENDIX B

COST PROPOSAL

	HOURLY RATES	TOTAL
PARTNERS	_____	_____
MANAGERS	_____	_____
SUPERVISORY STAFF	_____	_____
OTHER (SPECIFY)	_____	_____
TOTAL FOR SERVICES DESCRIBED IN RFQ		_____
TOTAL ALL-INCLUSIVE CONTRACT VALUE (all costs associated with this contract - this is the figure that will be used in the evaluation)		\$_____

Where there is a reference in the RFQ to deliverables, submission requirements or other response and contract performance discussions, said discussion may not be all inclusive of all requirements in the RFQ. It is incumbent upon the contractor to read this entire RFQ carefully and respond to, and price, **all requirements** and ensure “**Total Contract Value for ALL Requirements**” above includes **all requirements**.

APPENDIX C

O.C.G.A. § 50-36-1(e)(2) Affidavit Verifying Lawful Presence in the United States

By executing this affidavit under oath, as an applicant for a(n) _____, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- ☐ I am a United States citizen.
- ☐ I am a legal permanent resident of the United States.
- ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the _____ day of _____, 20_____.

(Clerk/Notary Public)

My commission expires: _____